

AGREEMENT

This Agreement, made and entered into this 18th day of July, 2014, by and between the CITY OF AUBURN, NEW YORK, a municipal corporation, with offices at 24 South Street, Auburn, New York, 13021, hereinafter called the "City", and DOUGLAS A. SELBY, 48 Drummond Street, Auburn, New York, 13021, hereinafter called "Selby" or "Mr. Selby".

RECITALS

WHEREAS, Mr. Selby has satisfactorily served as Auburn City Manager since 2011; and

WHEREAS, Mr. Selby's present employment contract with the City of Auburn is due to expire in 2014; and

WHEREAS, Auburn City Council wishes to reappoint Mr. Selby to another term of employment as City Manager of the City, in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the City and Selby agree as follows:

SECTION 1: TERM AND DUTIES

A. It is the intention of the parties that the term of this contract be from August 29, 2014 to December 31, 2017. Because of the presence of "Section 8" below in this contract, the parties agree that this contract does not unlawfully bind future Auburn City Councils. In the event of termination Mr. Selby's sole remedy for health insurance shall be COBRA at his cost and at no cost to the City of Auburn.

B. Selby agrees to accept the employment as City Manager of the City for the period set forth in paragraph A above of this Section 1, and on the terms and provisions contained in this

Agreement. Selby agrees to perform to the best of his abilities the duties of City Manager of the City. As City Manager, Selby shall perform functions and duties specified in the City Charter of the City and the Municipal Code of the City and to perform other legally permissible and proper duties and functions as the Council of the City (hereinafter referred to as the "City Council") shall from time to time assign and direct unless otherwise restricted by the terms of this Agreement. The City and Selby acknowledge and agree that the City Manager is the Chief Administrative Officer of the City pursuant to the terms of the Charter and Code of the City of Auburn, In that respect, the City Manager is the person authorized to undertake the appointment of any person to, or removal from, as employees in the service of the City, except where expressly provided for by the City Charter or State Law. Further in this regard, the City Council and its members shall deal with employees of the City through the Office of the City Manager, and any directions to, or orders involving employees of the City or any subordinate of the City Manager, shall be upon notice to the Office of the City Manager.

C. The City and Selby agree that Selby must devote a great deal of time outside of normal office hours to business of the City, and, to that end, Selby acknowledges this requirement as part of the terms of his employment with the City under this Agreement. The parties agree that Selby will work during the regular business hours of the City and that he will faithfully attend all meetings of the Council of the City. From time to time, as the need arises, Selby shall also be required to attend meetings of various departments, groups and agencies of the City outside of normal business hours. Finally, Selby shall be required to address any emergency situation facing the City that necessitates the intervention and/or presence of the City Manager.

SECTION 2: SALARY, EXPENSES, STIPENDS

A. The City shall pay Selby a base starting salary of \$108,000 (One Hundred and Eight Thousand Dollars) per year, payable in equal or nearly equal installments, pursuant to the payroll schedule for professional and administrative employees of the City. Pay raises, if any, shall be governed by the procedures in Section 3 below.

B. The City also recognizes that certain expenses of a non-personal and job-related nature are to be incurred by Selby, as City Manager. The City hereby agrees to reimburse or to pay such general expenses, and the City Comptroller is hereby authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits; provided, however, such expenses shall not exceed \$500.00 in each contract year of Selby employment term, without the prior authorization of the City Council.

C. Selby shall receive a wireless device(s) reimbursement stipend of \$105.00 (One Hundred and Five Dollars) per month.

D. Automobile Allowance. The City agrees to pay Selby the sum of \$3,600.00 per year as a motor vehicle allowance, This payment is made in lieu of providing Selby with a motor vehicle, paying mileage for a motor vehicle, fuel costs and insurance costs for a motor vehicle, maintenance and repair costs for a motor vehicle, or otherwise reimbursing Selby for any other motor vehicle expense that he might incur during Selby's employment term. This motor vehicle allowance will be paid to Selby with his regular salary, in equal bi-weekly installments, throughout Selby's employment term. The City and Selby acknowledge that this motor vehicle allowance is an income taxable fringe benefit to Selby.

E. Travel Mileage. For any of Selby's City work-related vehicular trips in his own car less than a 50-mile radius from City Hall in Auburn, Selby shall not receive any additional mileage

reimbursement, it being the intention of the parties that for trips within a 50-mile radius, the cost thereof is included in the vehicle allowance in Section 2(D) above. However, for Selby's City work-related vehicular trips in excess of a 50-mile radius from City Hall in Auburn, he shall be entitle to a mileage reimbursement from the City for the miles incurred over 100 miles at a rate equal to the Internal Revenue Service's published vehicular mileage rate. Selby's trips beyond a 50-mile radius, for which mileage reimbursement will be sought, must be approve in advance by City Council.

F. Bonuses. City Council may, in its sole discretion, award Selby a monetary bonus or bonuses or other benefit in consideration of exemplary job-related performance for which there exists no other compensation in this contract.

SECTION 3: JOB PERFORMANCE, ANNUAL EVALUATION AND MERIT PAY INCREASES

A. It is the intention of the parties to establish an annual job evaluation by Auburn City Council of Mr. Selby's job performance, and to extend Mr. Selby a base pay raise equal to the previous year's cost of living, Federally computed index, if Mr. Selby's job performance is deemed satisfactory by a majority vote of the Auburn City Council. The annual evaluation process shall begin on the first Thursday following Thanksgiving 2014 and shall end with a job evaluation vote by Auburn City Council on the first Thursday following Christmas 2014, and then shall re-occur annually on those like dates during successive years in which Mr. Selby is employed as the City Manager by the City of Auburn. The criteria for performance evaluation and the procedural process for conducting the evaluation during the above time frame shall be determined solely within the discretion of Auburn City Council. The cost of living salary increase shall be equal to the Cost of Living Adjustment (COLA) as computed and published by the U.S. Social Security Administration for the previous year, as soon after January 1 of each

year as it is published. Mr. Selby's salary increase shall be retroactive to January 1st of each year immediately following the publication of the COLA. If the COLA for any given year is a negative number, and Mr. Selby has received a satisfactory job performance evaluation by majority vote of the Auburn City Council for that year, then he shall receive a fixed base salary increase of \$2,500 for that given year. In any year Mr. Selby does not achieve a satisfactory job evaluation vote by a majority of Auburn City Council members, he shall not receive any salary increase. In lieu of taking an annual merit, Mr. Selby has the option to have that amount of raise earned for any given year deferred into a severance account payment to him or his estate at the conclusion of his employment with the City.

B. Resolution of performance complaints: If at any time other than during the job evaluation process outlined above, should City Council or any member of City Council have concerns with or complaints about Mr. Selby over the job performance, activities, or actions of the City Manager, whether personal or job-related, the Council agrees that the issue will be brought to the attention of the City Manager in a timely and discrete manner and Council will permit a reasonable period of time for the City Manager to respond to the issue prior to there being public discussion of the matter by any member of the City Council. This consideration in no way limits the Council's ability to have Executive Session discussions about the City Manager's performance or to release information that would otherwise be deemed a public record.

SECTION 4: HEALTH, VISION, PRESCRIPTION AND DENTAL INSURANCE

A. Health, vision and dental insurance. During Selby's employment term, the City shall make available to Selby and his dependents, health, vision, and dental insurance benefits to the same extent and on the same basis as made available to other management employees of the

City, and the City shall pay for such health, vision, and dental insurance benefits. The parties agree that during each contract year of Selby's employment term, Selby shall pay all and any contributions and percentages for his health, vision, and dental insurance on the same basis and to the same extent as other management employees of the City are then paying for vision and dental insurance.

B. Prescription Insurance. During Mr. Selby's employment term, the City shall make available to Selby and his dependents the same prescription coverages and options to the same extent and on the same basis as is made available to other management employees of the City.

SECTION 5: VACATION, HOLIDAYS AND SICK LEAVE

A. The City hereby grants Mr. Selby per each contract year of Selby's employment term, twenty-five (25) days paid vacation provided that Selby gives reasonable notice to the Mayor or City Clerk of the dates for said vacation days each contract year. Vacation days may not be accrued or rolled over into the next contract year of Selby's employment term, and Selby shall not be reimbursed under any circumstances for unused vacation days. Furthermore, Selby shall not, under any circumstances, receive reimbursement for accrued vacation days in the event of termination of his employment with the City as City Manager.

B. Selby shall be paid for holidays on the same basis and in the same manner as afforded all other employees of the City if he has to work on a holiday due to an emergency.

C. Selby shall be credited one (1) sick day for each month of Selby's employment term. Selby shall: not be compensated for unused sick days, under any circumstances; however, Selby will be allowed to carry over sick days from one contract year to the next during Selby's employment term.

D. Personal leave. Selby shall be entitled to a maximum of three (3) personal leave days per year of his employment term. Selby shall not be allowed to carry over personal leave days from one contract year to the next, nor shall he be entitled to any compensation for unused personal days if his employment is terminated pursuant to Sections 6, 7, 8, 9 or 10 below.

E. Notice of absence. Whenever Selby is to be absent from City Hall for any period in excess of two consecutive days for vacation, personal leave, out-of-town work, or otherwise, he shall give the Mayor reasonable notice of his anticipated dates of absence in a time-dated written form. Reasonably prior to each of such absences, Selby shall name in writing a designated Acting City Manager to act in his stead during the ensuing absence.

SECTION: 6 GENERAL TERMINATION PROVISIONS

A. Notwithstanding any other term or provision of this Agreement, this Agreement and Mr. Selby's employment with the City as City Manager may be terminated as follows:

1. By agreement in writing between the City and Selby made and executed with the same formality as this Agreement;
2. Upon Selby terminating his employment with the City pursuant to Section 9 of this Agreement; or
3. Pursuant to Sections 7, 8 or 10 of this Agreement.

SECTION 7: TERMINATION FOR CAUSE

A. Mr. Selby shall fulfill all aspects of this Agreement, any exception thereto being by mutual consent of the City and Selby. If there are alleged breaches by Selby of this Agreement, or if there are allegations against Selby of insubordination, immorality, inefficiency, incompetency, or neglect of duty, or if Selby is convicted of a felony, misdemeanor, or any crime involving moral turpitude, all such matters shall be dealt with in accordance with the following procedures:

1. Charges may be brought against Selby only by the City Council, and all such charges must be in writing. Selby shall be entitled to a hearing, on at least ten (10) days' notice, before a hearing officer selected by the City Council.

2. Selby may be suspended upon presentment of charges but only with payment of all economic benefits of this Agreement; except, however, that such economic benefits shall be paid to Selby for a period no greater than thirty (30) days from the date Selby receives written notice of such charges from the City. He shall have the right to elect a public or private hearing; to be represented by counsel; to present, cross-examine and subpoena witnesses; to subpoena documents, papers, letters or other tangible evidence; to have all testimony given under oath; to receive without cost an accurate written transcript of the proceedings.

3. The hearing officer shall provide both the City Council and Selby with written recommendations and/or findings as soon as practicable after the hearing. The City Council may then dismiss all or part of the charges, censure Selby, suspend Selby with or without pay, or terminate this Agreement and Selby's employment with the City forthwith, and remove Selby from his position without pay and further benefits. Any decision by the Council of the City is subject to review in accordance with the laws of the State of New York and, if applicable, the United States. In the event that the City terminates Selby for cause, the City shall have no further obligations to pay any salary or benefits to Selby other than accrued benefits to the date of termination, if any, that Selby would be entitled to under the terms and provisions of this Agreement. Salary and accrued benefits shall be pro-rated to the date of termination. However, Selby shall not be paid for unused but accrued vacation days, holidays or sick days. Furthermore, Selby's motor vehicle allowance, wireless reimbursement and any other monetary payments made to Selby under this Agreement shall be pro-rated to the date of termination.

SECTION 8: TERMINATION FOR OTHER THAN CAUSE

- A. The City has the absolute right to terminate Selby's employment with the City at any time upon providing Selby with written notice of such termination, unless the parties agree otherwise. The written notice shall specify the date of termination.
- B. In the event that Selby's employment is terminated by the City before the end of Selby's employment term other than for cause (as provided in Section 7 above) and during such time that Selby is willing and able to perform his duties under this Agreement, then in that event, the City agrees to pay Selby a lump sum cash payment equal to six months' aggregate salary. Salary and accrued benefits shall be pro-rated to the date of termination. However, Selby shall not be paid for unused but accrued vacation days, holidays or sick days. Furthermore, Selby's motor vehicle allowance and any other monetary payments made to Selby under this Agreement shall be pro-rated to the date of termination. In any event, the City shall have no obligations to pay any salary or benefits to Selby beyond the termination date of his employment.
- C. Notwithstanding the foregoing, in the event the City terminates Selby's employment other than for cause, then and in such event, the City shall continue in full force and effect, for the benefit of Selby and his dependents, all health, vision, prescription and dental insurances as they then may exist, for a period of six (6) months after the date of termination.
- D. Contemporaneously with the delivery of the severance pay hereinabove set out, Selby agrees to execute and deliver to the City, a Release, releasing the City of all claims that Selby had, has or may have against the City, its City Council, City Council Members, officers, agents, employees, and/or servants. This Release shall not apply to any existing contract or statutory benefits which Selby was entitled to receive as of the date of termination, e.g., existing disability

benefits, workmen's compensation benefits, etc. The Release shall be in a form acceptable to the City's legal counsel.

E. In the event that Selby is terminated other than for cause, Selby, agrees that upon reasonable notice to Selby, Selby shall be available to consult with the City on matters pending with the City during Selby's employment as City Manager. The City's obligation to provide vision, prescription, health, and dental insurance to Selby and his dependents under paragraph C of Section 8 of this Agreement, is conditioned upon Selby's cooperation to consult with the City as agreed to in this paragraph E of Section 8 of this Agreement. However, the City shall reimburse Selby for reasonable out-of-pocket expenses incurred by Selby in connection with such consultation(s).

SECTION 9: TERMINATION BY SELBY

A. At any time during Mr. Selby's employment term, Selby may terminate his employment as City Manager of the City, provided, however, that Selby gives the City written notice of his termination at least 90 days in advance of the termination date, unless the parties agree otherwise.

B. In the event that Selby terminates his employment with the City, the City shall have no further obligations to pay any salary or benefits to Selby other than accrued benefits to the date of termination that Selby would be entitled to under the terms and provisions of this Agreement. The City shall have no further obligations to pay any salary or benefits to Selby other than accrued benefits to the date of termination, if any, that Selby would be entitled to under the terms and provisions of this Agreement. Salary and accrued benefits shall be prorated to the date of termination. However, Selby shall not be paid for unused but accrued vacation days, holidays or sick days. Furthermore, Selby's motor vehicle allowance and any other monetary payments made to Selby under this Agreement shall be pro-rated to the date of termination.

C. In the event that Selby terminates his employment with the City, Selby agrees that upon reasonable notice to him, Selby shall be available to consult with the City on matters pending with the City during Selby's employment as City Manager. However, the City shall reimburse Selby for reasonable out-of-pocket expenses incurred by Selby in connection with such consultation(s).

SECTION 10: TERMINATION BY REASON OF DISABILITY OR DEATH

A. It is agreed that should Mr. Selby be unable to perform any or all of his duties by reason of illness, mental incapacity, injury, accident, or a cause beyond his control and said disability continues for more than four (4) weeks, or if said disability is permanent, irreparable or of such nature as to make the performance of all his duties impossible, the City may, at its option, terminate Mr. Selby's employment with the City, upon written notice to Selby, whereupon the respective rights, duties and obligations hereof shall terminate. In the event that the City terminates Selby's employment pursuant to this Section 10, the City shall have no further obligations to pay any salary or benefits to Selby other than accrued benefits to the date of termination that Selby would be entitled to under the terms and provisions of this Agreement. Mr. Selby's salary and accrued benefits shall be pro-rated to the date of termination. However, Selby shall not be paid for unused but accrued vacation days, holidays or sick days. Furthermore, Selby's motor vehicle allowance and any other monetary payments made to Selby under this Agreement shall be pro-rated to the date of termination.

B. The City may, at its option, require any and all types of medical or psychological testing to be performed at its own expense, by health care providers of its own choosing, at any time during the disability, to determine the nature and/or extent of the condition(s) involved.

C. The parties agree that during any period in which Selby is suffering from a disability but continues to be employed by the City, Selby shall be entitled to compensation only for the sick

days which he properly uses during the disability period and to which he is entitled under this Agreement. The City shall, however, continue to make available to Selby and his dependents, any health, vision, prescription, and dental insurance as agreed to herein by the parties, during any such disability period and prior to the termination of Selby's employment with the City.

D. If Mr. Selby's employment term with the City of Auburn is terminated by his death, the City of Auburn shall pay a death benefit to his designated beneficiary, spouse Susan Selby. This death benefit shall be equal to one month's worth of Mr. Selby's base salary at the time of his death.

SECTION 12: OUTSIDE ACTIVITIES

A. Mr. Selby agrees to devote his primary time, skill, labor and attention to matters and business of the City during Selby's employment term. He shall not engage in employment (other than employment with the City under this Agreement), self-employment or otherwise devote himself to any enterprise which will interfere with the performance of his duties as City Manager of the City or his performance of the terms and conditions of this Agreement, unless as specified in Section 12C below.

B. Mr. Selby must give to the Mayor of the City reasonable notice any time Selby is outside of the City a distance such that he is unable to report to Auburn City Hall within four (4) hours.

C. Mr. Selby agrees that his highest priority is to devote any necessary time and attention to matters and business of the City and that his City employment shall always be his principle obligation. He may maintain limited business interests and enterprises unrelated to his City employment that do not interfere with the performance of his duties as City Manager with the following restrictions:

1. He will not engage in any outside activities that would be an actual or perceived conflict of interest with his work at the City.

2. He will not engage in outside activities during regular business hours of the City unless he is in leave status.

3. He will limit his outside activities to no more than an average of 24 hours per month.

4. He will not use City time, equipment or resources in support of his outside activities.

D. Mr. Selby shall periodically (at least twice a year and whenever he is about to take on a new outside client or new outside activity) disclose in writing to the City of Auburn's Corporation Counsel's Office⁴ the nature of his outside activities and the identity of his outside activity clients and customers. The purpose of this disclosure is to allow Corporation Counsel to determine and advise against any actual or perceived conflicts of interest or ethics violations.

SECTION 13: INDEMNIFICATION AND DEFENSE

A. The City of Auburn, in a manner with is consistent with the law of the State of New York, shall provide Mr. Selby with indemnification and defense of any claims, demands, litigation, judgments or other legal exposures arising out of the ordinary discharge of his duties as Auburn City Manager. This provision shall not apply to claims and exposures arising out of crimes or international torts. Nor shall this provision apply to claims and exposures arising out of Mr. Selby's outside activities in Section 12 above.

SECTION 14: DEFERRED COMPENSATION

A. The City and Selby agree that Selby, as an employee of the City, shall be allowed to participate in the City's deferred compensation plan on the same terms and conditions as other management employees of the City. The City and Selby further agree that the City shall not be required to contribute to the City's deferred compensation plan or to any other compensation plan, for the benefit of and/or on behalf of Selby.

SECTION 15: PROFESSIONAL DEVELOPMENT

- A. The City agrees to budget and to pay for professional dues and subscriptions for Selby, for his participation in national, regional, state, and/or local associations and organizations and for his continued professional growth in an amount not to exceed \$500.00 per contract year of Selby's employment term. At least once annually, Selby shall provide City Council with a list of subscriptions and memberships for which the City is paying pursuant to this provision.
- B. The City further agrees to budget for and to pay for travel, meals, lodging and continuing education expenses of Selby, as it relates to pursuing professional development of Selby, or as it relates to performance of his duties as City Manager. The amount budgeted and to be paid for under this paragraph shall not exceed \$2,000.00 per contract year of Selby's employment term, unless the City Council approves otherwise. This provision is intended to include, but is not limited to, Selby's costs and education related to his license as a licensed Civil Engineer and Selby's membership in International City/County Management Association (ICMA). Any expenses for which Mr. Selby shall be reimbursed pursuant to this provision must be approved in advance by City Council.

SECTION 16: BONDING

- A. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 17: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- A. The City Council, in consultation with Selby, shall fix any such other reasonable terms and conditions of employment, as it may determine from time to time, relating to the performance of Selby, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City's Charter or any law.
- B. As a condition of employment, Selby shall be required to establish and maintain a residence in the City of Auburn at all times during his employment with the City.

SECTION 18: NOTICES

A. Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

- (1) THE CITY: City of Auburn, do the Office of the Mayor and City Council, Memorial City Hall, 24 South Street, Auburn, New York 13021.
- (2) MR. SELBY: 6675 Sholtz Road, Verona, New York, 13478. In the event that Selby changes his address, he shall give the City Clerk of the City, written notice of such change within 5 days of such change.

B. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil practice in New York State. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the custody of the United States Postal Service, postage prepaid.

SECTION 19: GENERAL PROVISIONS

A. This Agreement shall continue in full force and effect for the term expressed herein unless otherwise terminated or modified in accordance with the terms and provisions of this Agreement, or by an agreement in writing between the parties made and executed with the same formality as this Agreement.

B. Except as otherwise stated in this Agreement, this Agreement contains all the agreements made between the City and Selby with respect to the employment of Selby by the City. No other document shall be deemed to contain any binding commitment between the City and Selby with respect to the employment of Selby by the City, unless it (i) contains an express statement that it is intended to constitute a binding commitment, (ii) is dated on or subsequent to the date this Agreement is signed by the Mayor of the City, and (iii) is signed by Selby and by the Mayor of the City pursuant to a resolution of the Council of the City authorizing the Mayor to do so.

C. This Agreement and all its provisions shall apply to and bind the parties hereto and the heirs, executors, administrators, successors and assigns of the respective parties.

D. If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof; shall be deemed severable, shall not be affected, and shall remain in full force and effect. In the event of any dispute between the City and Selby as to the interpretation of any of the terms or provisions of this Agreement other than issues involving suspension or termination, then and in such event, the parties agree that such issues shall be resolved through arbitration under established arbitration procedures.

E. Unless specifically referred herein, Selby is not eligible for or considered an employee of the City for purposes of the existing Management Ordinance of the City or for purposes of any collective bargaining agreement with the City, as is now in effect or as may hereinafter be amended.

SECTION 20: NEW YORK STATE & LOCAL EMPLOYEES RETIREMENT SYSTEM

A. The City shall enroll Selby in the New York State & Local Employees Retirement System under the rules and regulations of that retirement plan as is applicable to Selby.

The City shall make contributions to Selby's retirement account if required by the New York State & Local Employees Retirement System.

B. Selby acknowledges having received information about the New York State & Local Employees Retirement System, Selby's anticipated placement in Tier 5, and the obligation of Selby to make a mandatory contribution to that System during Selby's employment term, together with the present regulations regarding vesting.

C. Selby also acknowledges that should he be terminated for any reason prior to vesting that there are reimbursement rights for contributions made by Selby. The parties agree that the City is not obligated to make contributions to Selby's New York State Retirement account unless required by the New York State & Local Employees Retirement System.

IN WITNESS WHEREOF, the City and Selby have executed this Agreement.

CITY OF AUBURN, NEW YORK

Dated: July 18, 2014

By: Michael D. Quill
MICHAEL D. QUILL

Dated: July 18, 2014

Douglas A. Selby
DOUGLAS A. SELBY

Acknowledgments

STATE OF NEW YORK)
COUNTY OF CAYUGA) SS.:

On this 18th day of July, 2014, before me the undersigned, personally appeared MICHAEL D. QUILL, MAYOR OF THE CITY OF AUBURN, NEW YORK, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JOHN C. ROSSI
NOTARY PUBLIC IN THE STATE OF NEW YORK
RESIDING IN CAYUGA COUNTY AT TIME OF APPOINTMENT
NUMBER 1214
MY COMMISSION EXPIRES SEPT. 30, 2014

John C. Rossi
Notary Public

STATE OF NEW YORK)
COUNTY OF Cayuga) SS.:

On this 18th day of July, 2014, before me the undersigned, personally appeared DOUGLAS A. SELBY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JOHN C. ROSSI
NOTARY PUBLIC IN THE STATE OF NEW YORK
RESIDING IN CAYUGA COUNTY AT TIME OF APPOINTMENT
NUMBER 1214
MY COMMISSION EXPIRES SEPT. 30, 2014

John C. Rossi
Notary Public